

# **EXHIBIT J**

**From:** [Joshua Koltun](#)  
**To:** [Kelley, Jon David](#)  
**Cc:** [Nomellini, Mark J.](#); [Karis, Hariklia](#); [\\*petermeier@paulhastings.com](mailto:*petermeier@paulhastings.com); [\\*navidhillon@paulhastings.com](mailto:*navidhillon@paulhastings.com)  
**Subject:** RE: CSPA v. Pac Bell // cost shifting  
**Date:** Monday, October 21, 2024 9:07:35 AM

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**This message is from an EXTERNAL SENDER**

Be cautious, particularly with links and attachments.

Jon. My god.

Dow Jones has agreed to pay my fees defending the subpoena. That's it!

Lets talk at 11:30 pt.

**Joshua Koltun** ATTORNEY

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**From:** Kelley, Jon David <jon.kelley@kirkland.com>  
**Sent:** Sunday, October 20, 2024 1:24 PM  
**To:** Joshua Koltun <joshua@koltunattorney.com>  
**Cc:** Nomellini, Mark J. <mnomellini@kirkland.com>; Karis, Hariklia <hkarris@kirkland.com>;  
\*petermeier@paulhastings.com <petermeier@paulhastings.com>; \*navidhillon@paulhastings.com  
<navidhillon@paulhastings.com>  
**Subject:** RE: CSPA v. Pac Bell // cost shifting

Joshua - we understand your email to mean that you will not provide or describe any agreements you or any other party have with Dow Jones regarding the costs and fees sought in your motion, other than to say there are no "written agreements" between Dow Jones and you. Please let us know if that is incorrect.

We are available to meet and confer tomorrow (10/21) after 1:30 pm CT.

**Jon David Kelley**

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[jon.kelley@kirkland.com](mailto:jon.kelley@kirkland.com)

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**From:** Joshua Koltun <[joshua@koltunattorney.com](mailto:joshua@koltunattorney.com)>  
**Sent:** Tuesday, October 15, 2024 1:45 PM  
**To:** Kelley, Jon David <[jon.kelley@kirkland.com](mailto:jon.kelley@kirkland.com)>  
**Cc:** Nomellini, Mark J. <[mnomellini@kirkland.com](mailto:mnomellini@kirkland.com)>; Karis, Hariklia <[hkaris@kirkland.com](mailto:hkaris@kirkland.com)>;  
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**Subject:** RE: CSPA v. Pac Bell // cost shifting

Yes, Jon, I am aware of the AT&T's position on this matter, but in the absence of any authority to support it I don't see that it will be a productive basis of our meet/confer discussions.

Indeed, even assuming the correctness of your position, I'm not sure why the further information you are requesting would be relevant.

Be that as it may, I don't think we need to see eye to eye on this or any other issue in order to meet and confer. I can make myself available in the mornings after 9 PT tomorrow or Thursday, or after 10 PT on Friday.

Best regards,

Joshua Koltun ATTORNEY

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**From:** Kelley, Jon David <[jon.kelley@kirkland.com](mailto:jon.kelley@kirkland.com)>  
**Sent:** Friday, October 11, 2024 3:10 PM  
**To:** Joshua Koltun <[joshua@koltunattorney.com](mailto:joshua@koltunattorney.com)>  
**Cc:** Nomellini, Mark J. <[mnomellini@kirkland.com](mailto:mnomellini@kirkland.com)>; Karis, Hariklia <[hkaris@kirkland.com](mailto:hkaris@kirkland.com)>;  
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**Subject:** RE: CSPA v. Pac Bell // cost shifting

Joshua,

Our question was not limited to your "written agreements" with the Wall Street Journal or Dow Jones. Please describe and/or provide any agreements (written or oral) with the Wall Street Journal or Dow

Jones relating to the fees and costs claimed in your motion. Also, our request was not limited to agreements with you, but extends to any agreements (written or oral) by anyone with the Wall Street Journal or Dow Jones relating to the fees and costs claimed in BtB/MTS's motion.

Once we receive the information above, we should schedule a meet and confer.

We do not agree that this information is "irrelevant." Our position on this is discussed in our letter brief at page 3.

Thanks,

Jon

**Jon David Kelley**

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[jon.kelley@kirkland.com](mailto:jon.kelley@kirkland.com)

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**From:** Joshua Koltun <[joshua@koltunattorney.com](mailto:joshua@koltunattorney.com)>

**Sent:** Wednesday, October 9, 2024 12:45 PM

**To:** Kelley, Jon David <[jon.kelley@kirkland.com](mailto:jon.kelley@kirkland.com)>

**Cc:** Nomellini, Mark J. <[mnomellini@kirkland.com](mailto:mnomellini@kirkland.com)>; Karis, Hariklia <[hkaris@kirkland.com](mailto:hkaris@kirkland.com)>;  
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**Subject:** CSPA v. Pac Bell // cost shifting

Jon:

My engagement agreement is with BTB-MTS. I do not have any written agreement with the Wall Street Journal (Dow Jones, actually), but they have been paying my bills and have paid me for the work claimed in my Rule 45 motion. Needless to say, if BTB-MTS obtained an award for any portion of my fees, I would refund that money to Dow Jones, just as I would if I were being paid by, say, an insurance company.

Similarly, A&M's engagement agreement is with MTS. Dow Jones has advanced a portion of A&M's outstanding bill (\$45,502), because of the hardship imposed by AT&T's refusal to pay that bill. Of course Dow Jones would expect repayment in the event of a cost-shifting award.

For the reasons stated in my brief and supported by numerous authorities, the foregoing information is irrelevant to AT&T's obligation to pay attorney fees. If you have any contrary authority, feel free to share it with me. Otherwise I don't anticipate that this information should have much effect on our discussions.

I can make myself available to discuss these matters with you on Friday, on Monday before 11 am, or on Tuesday. Please let me know times that work for you.

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**From:** Kelley, Jon David <[jon.kelley@kirkland.com](mailto:jon.kelley@kirkland.com)>  
**Sent:** Thursday, October 3, 2024 1:42:29 PM  
**To:** Joshua Koltun <[joshua@koltunattorney.com](mailto:joshua@koltunattorney.com)>  
**Cc:** Nomellini, Mark J. <[mnomellini@kirkland.com](mailto:mnomellini@kirkland.com)>; Karis, Hariklia <[hkaris@kirkland.com](mailto:hkaris@kirkland.com)>;  
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**Subject:** CSPA v. Pac Bell // cost shifting

Joshua,

Please provide any agreements with the Wall Street Journal relating to the payment of the fees or costs that are the subject of your potential Rule 45 motion. Please also provide documentation showing who paid the fees and costs at issue in your potential Rule 45 motion.

Once you have provided that information, let's set a meet and confer shortly thereafter.

Thanks,

Jon

Jon David Kelley

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